



**IDAHO TRANSPORTATION DEPARTMENT (ITD)
INVITATION TO BID (ITB)**

**JANITORIAL AND LAWN CARE SERVICES
BLACKFOOT REST AREA NORTH & SOUTH BOUND**

August 16, 2009

Physical Address

Idaho Transportation Department
Business and Support Management Purchasing Unit
3311 West State Street
Boise, Idaho 83703

REQUISITION #: E-083470

The scope of work shall consist of caretaker management firms or individuals to provide Janitorial Services and Lawn Care Service and Maintenance, at the northbound Blackfoot Rest Area, located 18 miles from Idaho Falls, ID on I-15 at MP 100.87 and the southbound Blackfoot Rest Area, located 9 miles from Blackfoot on I-85 at MP 101.53. A **MANDATORY** pre-proposal conference and site inspection will be held at the **NORTHBOUND BLACKFOOT REST AREA** on August 20, 2009 at 1:00 PM. Bids received from Contractors not in attendance will not be accepted.

ALL sealed bids must be received by 5:00 PM on September 9, 2009. Sealed bids will be opened at 11:00 AM on September 10, 2009 at Business and Support Management Purchasing Unit, at 3311 West State Street in Boise.

All Questions relating to bid specifications and bid requirements must be fax to: (208) 332-4109 or e-mailed: evvey.mcadams@itd.idaho.gov Evey McAdams, Grants Contract Program Specialist, (208.334.8084) is the contact for this ITB.

FOR BID: UPDATES, ADDENDUMS, BID RESULTS, OR PLAN HOLDERS LIST go to:
<http://itd.idaho.gov> "Doing Business with ITD"

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

Business Name: _____

Requisition #: E-083470

Bid Close Date: September 9, 2009 – 5:00 PM **Bid Open Date:** September 10, 2009 – 11:00 AM

Item Bidding: North & South Bound Blackfoot Rest Area

Mailing Address

Idaho Transportation Department



**IDAHO TRANSPORTATION DEPARTMENT (ITD)
INVITATION TO BID (ITB)**

**JANITORIAL AND LAWN CARE SERVICES
BLACKFOOT REST AREA – NORTH AND SOUTH BOUND**

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ATTACHMENTS:

Bid Schedule
 Signature Page
 Contractor's Affidavit – *Concerning Drug & Alcohol*
 Contractor's Affidavit – *Concerning Illegal Aliens*
 ITD Residence Property Lease Agreement
 Fax Back
 Bidders Responsibility Page
 Potential Bidders List
 Exhibits



**IDAHO TRANSPORTATION DEPARTMENT (ITD)
INVITATION TO BID (ITB)**

**JANITORIAL AND LAWN CARE SERVICES
BLACKFOOT REST AREA NORTH & SOUTH BOUND**

I. SCOPE OF WORK

1. PURPOSE

The Idaho Transportation Department (ITD) is seeking bids from caretaker management firms or individuals for Janitorial Services, with some minor maintenance and lawn care and landscape maintenance; of the **North Blackfoot Rest Area** (northbound and southbound) located in Bingham County, Idaho approximately 8.5 miles north of Blackfoot, Idaho on I-15 MP 100.87 to MP 101.53, as outlined in the specifications contained in requisition number **E-083470**.

The Contractor shall perform janitorial services and minor maintenance work including furnishing all labor, equipment, supplies, tools and materials required to effectively clean the rest areas including janitorial services, of buildings, grounds, parking lots, and perform light maintenance of the plumbing, lighting and irrigation systems to ensure the proper operation of the rest areas beginning **July 1, 2007**. The scope of the work does not include the main line roadway entrances and exits to the rest areas. Currently, the average daily traffic count for North Blackfoot, northbound (NB) is approximately 660 vehicles per day and North Blackfoot Rest Area Southbound (SB) is approximately 650 vehicles per day.

2. PRE-PROPOSAL CONFERENCE

A MANDATORY pre-proposal conference and site inspection will be held at the Northbound, North Blackfoot Rest Area, located on I-15, MP 101 on August 20, 2009 at 1:00 PM. The purpose of the conference is to answer questions related to this proposal and to provide a site inspection of the rest area complex. Contractors must attend this meeting to bid on this contract. Bids received from Contractors not in attendance will not be accepted.

3. CONTRACT TERM

The term of this contract will be for one (1) years, with the option to renew three (3) additional one (1) year periods, when agreed upon by both the Contractor and the Department. Renewal will be contingent upon an overall rating during the term of the contract of 2.5 or higher. The

Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portions thereof, or his right, title or interest therein, without prior written consent of the District Engineer.

4. GENERAL REQUIREMENTS

Prior to commencement of work, the Department will arrange a conference between the Contractor and ITD District 5 personnel at a site and time selected by the Department to discuss the contract terms and work performance requirements. During this meeting, the Contractor must present an outline with their proposed procedures for accomplishing the work required of the contract. In addition, both the Contractor and the District personnel will identify the individuals involved in the contract and their respective duties.

An inspection of the rest area will be conducted jointly to document any substandard conditions that may exist. The Department is responsible for correction of any substandard items listed.

All Contractor or subcontractor personnel shall be appropriately licensed for specialized work including but not limited to landscape technicians, pesticide and fertilizer applicators.

Under the terms of this agreement, the Contractor and employees are prohibited from operating or advertising any commercial enterprise or activity on any premises, which are the subject of the proposed agreement.

The Contractor shall provide all labor, contract labor, equipment, tools, materials and supplies, including performance of necessary repairs to effectively maintain and operate the rest areas. All cleaning tools shall be kept in good repair with mops laundered or replaced monthly. Cleaning utensils (brushes, rags, etc.) used to clean toilets and urinals shall not be used to clean other fixtures or bathroom items.

The Contractor shall provide continuous coverage from 7:00 am to 5:00 pm (MST) to maintain the rest area facilities in a safe, sanitary, clean and attractive manner to the satisfaction of ITD. A minimum of one attendant shall be at each rest area during the required duty hours. Work will be performed 7 days a week, including holidays. The Contractor will install to the design and at locations as approved by the Engineer, signs with the Contractor's name, address and toll free phone number at each rest area facility.

Guests or immediate family of the Contractor's employees will not be allowed to accompany or assist an employee cleaning the rest areas unless they are employees of the Contractor.

The Contractor shall tactfully notify violators, when observed, of the governing rules and regulations posted at the rest area.

The Contractor or their employees shall be required use the time clock provided and punch in and out to record the time spent servicing and cleaning the rest areas. The Contractor shall keep a daily checklist and a diary (log) which shall be kept on site and available to ITD at all times. The diary shall include pertinent information on a daily basis. The diary shall become the property of the Department annually. The diary shall include the minimum of the following items: date, employee entering information, maintenance procedures performed, problems

encountered and resolution, equipment malfunctions, time of malfunction, and time of repair; incident occurrences of any nature, public complaints, lost and found items, employees and equipment used, weather, and visitors on official business (ITD personnel, Law Enforcement, Idaho Department of Commerce & Labor representatives, and Idaho Commission for the Blind & Visually Impaired personnel).

5. SPECIAL REQUIREMENTS

The Contractor is required to provide the name of the contact person(s) available 24 hours a day and their work and home telephone number(s) which shall be made available to the Highway Maintenance Foreman and District Five Maintenance Engineer.

The Contractor shall submit a monthly report to the Engineer on an approved format, by the tenth of each month indicating the following: the rest area name, any facility malfunction, required repairs, repairs made, complaints, incident and other items considered significant with a description of occurrence, date and time, and action taken.

The Contractor shall provide ITD with the names and telephone numbers of all personnel. The contractor shall accompany ITD's appointed representative in making random on-site facility inspections once every three months during the contract term. Failure to meet will result in an extra ten percent (10%) penalty for the month the inspection is for.

The Contractor shall monitor the activities of organizations granted special use permits for serving refreshments and report any noncompliance with the permit terms. The permit terms require that the rest area grounds or area used by the organization, be cleaned by the organization at termination of their use period so that no additional work will result for the Contractor. The organization cannot block access to vending machines placed by the Commission for the Blind and Visually Impaired.

5.1 Records

The Contractor shall keep a daily checklist and log which shall be kept on site and available to ITD at all times. The checklist and log shall contain time and detailed information of work accomplished, repairs being worked on or if parts are on order, and any unusual activity(s) (accidents, vandalism, etc.), including lost and found articles, etc. A sample Daily Checklist and Log is attached as Exhibit II. The checklist and log shall be kept in the mechanical room and be available for inspection by Department personnel. Log sheets and time cards will be collected during monthly inspections.

5.2 Capital Repair

In the unlikely event that major damage caused by catastrophic events should occur, the Contractor shall be responsible for maintenance, cleaning, and repair. Payment for such repairs will be made on the basis of an agreed upon price. The Contractor shall submit a bid for the repair cost and written approval to proceed shall be received from the Engineer prior to work commencing. The Engineer reserves the right to reject the Contractor's proposal and perform the work by state forces or other contract. Examples include flood, fire, lightening, tornado or micro-burst damage to the rest area facility, or failure of a sewage or water treatment plant, etc.

Unless otherwise approved by the Engineer, work performed and materials used under this contract shall conform to the latest version of all Department manuals, standards, specifications, statewide special specifications, policies and procedures and their addenda.

In addition to the routine work outlined in this document, the contract requires a capable and authorized Contractor's representative to confer on a daily basis with the ITD's Highway Maintenance Foreman in Blackfoot, or representative concerning situations and problems that arise and to be on call for emergencies 24 hours per day.

5.3 Materials

The Contractor shall furnish all cleaning, materials and supplies. Materials and supplies planned for use in this contract must be approved prior to commencement of work. All water, electrical, gas, and sewer service accounts will continue to be the responsibility of the Department. The Contractor shall be responsible for utility costs due to wasteful use. The amount will be based upon a historical comparison. Approval of materials and supplies by the Engineer does not relieve the Contractor of insuring their proper performance.

6. WORK LOCATIONS AND SCHEDULE

North Blackfoot Rest Area (Northbound) I-15 at milepost 100.87:

Cleaning shall start no later than 7:00 AM with continued service and cleaning through 6:00 PM, 7 days per week 365 days per year.

North Blackfoot Rest Area (Southbound) I-15 at milepost 101.53:

Cleaning shall start no later than 7:00 AM with continued service and cleaning through 6:00 PM, 7 days per week 365 days per year.

7. INVENTORY OF REST AREA FEATURES

North Blackfoot Rest Area (Northbound) I-15 MP 7

- | | |
|----|---|
| 1 | Restroom complex with storage/mechanical room |
| 12 | Arbors |
| 12 | Tables |
| 2 | Parking areas |
| 24 | Garbage containers; 30 gallon capacity |
| 2 | Telephone booths |
| 1 | Information/refreshment kiosk/island |
| 2 | Cigarette butt receptacles |
| 1 | Three bedroom caretaker residence with equipment and supply storage |
| 1 | Visitor information center |

North Blackfoot Rest Area (Southbound) I-15 MP 25

1	Restroom complex with mechanical room
2	Arbors
8	Tables
3	Benches
2	Parking lot
16	Garbage containers; 30 gallon capacity
1	Telephone booth
1	Information/refreshment island (kiosk)
2	Cigarette butt receptacles
1	Garage

8. WORK DETAIL – CLEANING/SERVICING REQUIREMENTS

8.1 All Areas

Wax, crud and dirt shall not build-up under baseboard heaters, corners, floor edges or around fixtures such as toilets and lavatory vanities. Special care shall be taken to remove splash marks and build-ups throughout the facility. Baseboards, corners and edges of floor shall be kept free of splash marks and dirt build up and cleaned twice daily, with additional cleaning as necessary.

Walls, moldings, and doors shall be spot-cleaned regularly to remove fingerprints.

The entire building shall be kept free of cobwebs.

8.2 Interior Lobby (North Blackfoot – Southbound and Northbound)

Floors shall be swept, machine scrubbed and buffed daily using an acceptable disinfectant cleaner, rinsed, squeezed or mopped dry.

Bulletin board or display cases and windows shall be cleaned inside and outside daily. Use non-abrasive glass cleaner for glass windows. Top and sides of bulletin board to be dusted weekly and as needed thereafter.

Drinking fountains shall be cleaned daily with non-abrasive cleaner.

Ash trays or cigarette receptacles shall be emptied daily and washed weekly and as needed thereafter.

Telephone booths shall be cleaned and polished daily. Telephone receiver shall be sterilized daily with disinfectant applied with a soft cloth.

Glass and frames of entrance doors inside and out shall be cleaned daily, taking care to clean threshold and remove scuff marks from door bottoms. Door grills shall be swept daily and wet wiped as needed.

Lobby walls shall be washed monthly or as needed and spot washed as necessary.

8.3 Restrooms

The public shall be permitted use of rest rooms during cleaning if they so request. The Contractor shall use the partitions to close off the section they are cleaning.

Floors, toilet partitions, doors, toilets, urinals, hand dryers, wash basins, soap dispensers and mirrors shall be cleaned thoroughly twice daily, with additional cleaning as necessary. Thoroughly remove cleaning solution. Do not use abrasive cleaning powders to clean the walls and ceilings. Clean glass mirrors with a glass cleaner and stainless steel mirrors with a mild liquid soap and wipe dry with a soft cloth. A high-strength detergent containing a deodorant and a built-in antibacterial agent shall be used for this purpose. Display "Caution Wet Floor" signs when floor is wet.

Hand dryers, paper towel dispensers and all plumbing fixtures shall be polished daily with non-abrasive cleaner. Commodes shall be thoroughly disinfected, including both sides and of the toilet seat, and dried. Special care shall be taken to thoroughly clean the porcelain toilet base down near the floor area without spilling chemicals on the floor. After being washed, fixtures shall be wiped dry with a clean rag and floors shall be dried by either forced air or dry mopping techniques.

Baseboards, corners and edges of lavatory floors shall be kept free of splash marks and dirt build up and cleaned daily, with additional cleaning as necessary.

Toilet partitions shall be cleaned and polished daily using a non-streaking stainless steel cleaner. Partitions shall be spot cleaned as needed and all graffiti shall be removed as it occurs. Special care shall be taken to clean bottom and top of the partition areas daily and as needed thereafter. All splash marks from mopping shall be removed immediately. Garbage containers shall be emptied, cleaned and lids scrubbed during the morning cleaning, or more often if necessary. Soap and paper goods dispensers shall be replenished as necessary. At least one-half roll of biodegradable toilet paper shall be evident in each stall. Approved deodorant devices and odor-suppressant materials such as urinal blocks and air deodorants shall be installed in all restrooms and replenished as determined suitable to control offensive odors. Offensive odors will not be allowed at any time.

Notify the Maintenance foreman concerning cracked, broken, or non-functioning items such as rusted or damaged lights or light fixtures, liquid soap dispensers, trash receptacles, hand dryers, sinks, mirrors, stall doors, partitions, urinals and commodes, or other lavatory fixtures and repairs within **24 hours**

Paint blistering or peeling and mildew or mold shall be addressed within **one week** of discovery or as approved. If painting or treatment of an area results in mismatched colors the entire surface shall be painted. Rusted metal shall be sandblasted to bare metal and primed with rust inhibiting primer prior to painting with outdoor paint.

Windows, walls, ceilings and light fixtures shall be cleaned weekly with soap and water, or appropriate cleaner, and wiped dry to maintain a clean, smear-free appearance. Daily spot cleaning is to be done as needed.

Storage/mechanical room shall be cleaned and kept in a neat and orderly appearance at all times. Floor drains shall be kept clean and storage area shall be kept locked when not occupied.

The Department will not be responsible for the Contractor's equipment and supplies kept in the storage or mechanical areas.

The entire inside of the restrooms shall be steam cleaned or hot water washed at least twice each month in 15 day intervals with high strength biodegradable detergent. Alternative cleaning practices must be approved by the District Five Maintenance Foreman before practices may be implemented. Steam cleaning shall be scheduled during low traffic volumes on Tuesdays or Wednesdays unless otherwise directed.

The heating or cooling system shall be operated and maintained as necessary with desired temperature (50°F to 65°F) winter; (65°F to 80°F) summer, to assure proper air circulation/exchange is taking place inside the restrooms. All HVAC filter(s) shall be supplied and changed monthly by the contractor. The Contractor shall have the HVAC system checked and serviced once each fall at Contractor's expense.

8.4 Plaza Areas (Outside the Restroom Buildings)

Snow and ice shall be removed and/or treated with ice melt. Snow removal and ice control may be required throughout the workday as required to provide bare sidewalks and safe access to restrooms in the designated areas. Ice removal shall require the application of ice-melting chemicals. A walk behind snow blower shall be at each site ready for use November through March. Pickup trucks or heavy tractors with snowplows or blades are not allowed on the designated pedestrian areas in the plaza areas.

Concrete walkways, doors, windows, water fountains, benches and display areas shall be thoroughly cleaned daily, with additional cleaning as necessary. Smooth walls and overhead surfaces shall be scrubbed monthly with soap and water and wiped dry to maintain a clean, smear-free appearance. Rough surfaces shall be brushed and/or swept clean as necessary and shall be steamed cleaned or hot water washed a minimum of once every three months on 90 day intervals. Steam cleaning shall be scheduled during low traffic volume on Tuesdays or Wednesdays. Alternative cleaning practices must be approved by the District Business Manager before practices may be implemented.

8.5 Grounds and Parking Lots

All trash, paper, other litter and pet waste shall be removed from the grounds, (core area around restrooms), ramps and parking areas once per shift, and more often if necessary. (See Exhibit I showing core area.) All types of litter shall be removed from the surrounding areas daily. Remove pet droppings from pet areas weekly. All garbage containers shall be emptied, cleaned and washed including lids, and fitted with new bags as often as necessary to avoid overflow and odor. Garbage containers shall be washed with germicidal cleaner weekly and as needed.

The Contractor should use his judgment to determine whether a garbage bag actually needs to be replaced. The Contractor shall notify ITD when garbage containers need replaced due to damage or normal wear and tear, etc.

The Contractor's vehicles used to remove and/or haul garbage must be maintained in a neat, serviceable condition. Truck beds shall be tight and have enclosed sideboards and covered tops

capable of containing the refuse collected. The Contractor shall meet all applicable Federal, State, and Local requirements for solid waste handling, collection, and disposal.

The Contractor shall provide for bulk garbage storage containers and trash haul services or remove all garbage-collected daily from the rest area. Bulk storage must be contained and out of sight. The Department will provide garbage storage areas, designed to keep containers from public view. Garbage bags placed in garbage storage containers must be tightly secured in order to reduce the risk of creating unsanitary conditions. All garbage must be removed from the rest area and transported to a landfill / transfer station daily or if in a bulk container a minimum of once per week or more often as required to keep garbage storage from exceeding capacity. Any costs involved with use of bulk garbage storage containers, the landfill and arrangement for there use shall be the Contractor's responsibility. The Contractor shall meet all applicable Federal, State, and Local requirements for solid waste handling, collection, and disposal.

Snow and ice shall be removed and/or treated with ice melt for all sidewalks leading from the parking area up to the restrooms and vending machines. Use approved anti or de-icing chemicals to facilitate use of the paved areas and sidewalks. Snow removal and ice control may be required throughout the workday as needed to provide bare sidewalks. Ice removal may require the application of ice-melting chemicals. The Contractor shall keep the areas adjacent to the garbage enclosure gates free of ice and snow as to allow free movement for opening and closing.

ITD will remove snow from the interstate entrance and exit ramps into the rest area and the parking lots. The Contractor shall be responsible for removing snow from the paved pedestrian areas in the rest area once per day or as needed. Pick-up trucks or heavy tractors with snow plows or blades are not allowed on the sidewalks or paved pedestrian areas in the rest area.

The Contractor shall immediately remove any graffiti or markings of any kind on any surface in the rest area. If the graffiti problem persists, is of a violent or obscene nature, the problem shall be reported to the Highway Maintenance Foreman immediately.

Public telephone booths shall be cleaned and sanitized daily. Telephone receivers shall be sterilized and cleaned with disinfectant applied with a soft cloth. Any operational problems are to be reported to the telephone company and to the ITD.

8.6 Arbors and Tables

Picnic tables, benches, arbors, and floors shall be cleaned twice a day May through October, or more often if necessary, with biodegradable soap and water, using brushes, rags, sponges or other steam-cleaning equipment that will clean and sanitize. The morning cleaning must be completed by 10:30 a.m. and the afternoon cleaning must be completed by 6:00 p.m. During the winter months November through April the picnic tables, benches and floors shall be checked once a day and cleaned if necessary.

Brushes, cloths or sponges, which have been used for cleaning in restrooms, shall not be used to clean tables or benches. Do not apply insecticide or disinfectant to the table or bench tops unless the surface can be rinsed off immediately with clean water.

Ceilings, walls, tables, and posts shall be steamed cleaned or hot water washed once per month on 30 day intervals May through October or more often if necessary.

8.7 Landscape Maintenance

The Contractor will consult with a registered landscape technician or arborist that will ensure plants are healthy and well maintained. Trees and shrubs shall be pruned and trimmed annually or as needed according to good landscaping practices. At no time shall trees and shrubs be allowed to encroach upon walkways or structures. If the trees are dead or severely damaged, the Contractor shall remove them and contact the Blackfoot Maintenance Foreman and request purchase of new trees. This includes, but is not limited to plants, shrubs and trees. ITD will furnish new trees and the Contractor is responsible for planting the trees and/or shrubs including mulching.

Lawn and turf care shall run from April through October. Lawn and turf areas shall be mowed at least once a week, (every Thursday), to maintain a height of not less than three (3) inches; the pet areas shall be maintained at a height of not less than four (4) inches; and natural areas shall be maintained to a height not to exceed twelve (12) inches. Curbs, sidewalks, concrete pads, and area outside the pet area shall be edged and trimmed using a power edger and/or trimmer designed to provide a vertical cut. String trimmers shall be used around all buildings, trees, shrubs, light poles, signs, posts and any other appurtenances. Push type lawnmowers or hand held trimmers may be required around trees, arbor units and other appurtenances. Tractor driven mowers may be allowed in other areas as directed. All mowers will be equipped with non-damaging turf type tires.

Lawns shall be fertilized inside the core area twice a year, spring (May) and fall (October). Contractor shall furnish the fertilizer which shall be submitted to the Department for approval. The Contractor shall give the Blackfoot Maintenance Foreman 24 hour notice prior to application.

All lawns including shrub beds designed for irrigation shall be irrigated/monitored at least twice a week or as needed, and in accordance with good irrigation practices and schedules established by ITD.

All lawn clippings, needles, leaves, tree clippings and limbs shall be removed from the lawns, buildings and arbors. Debris shall be removed immediately from the rest area facility. All vegetation to be discarded becomes the property of the Contractor and shall be disposed of at appropriate locations. The debris may be stored in the fenced garbage disposal area, but must be hauled to an approved landfill at least once per week. Debris will not be allowed to be stored, buried or burned on the rest area grounds.

All noxious weeds and undesirable plants shall be controlled within the core area and removed from lawns, shrub and wildflower beds, gravel or blanketed areas (bare ground) and landscaped areas. The Contractor shall treat weeds with herbicide applications and/or pull all dead weeds and dispose of them from the core area once per week. Daily inspections shall be conducted and weeds removed. Bare ground shall be re-vegetated.

All existing shrub, landscape and wildflower beds shall be improved as needed by repairing any damaged edging, installing edging where needed, providing at least three-inches of mulch, seeding in the fall and/or planting tubelings in the spring as per ITD assistance and direction. ITD will furnish wildflower seed and tubelings.

Ornamental wildflower or landscape beds as designated on the plans shall be appropriately filled with blooming flowers or perennials as approved. Flowers shall be replaced as necessary to compensate for varying growing and blooming seasons. Ornamental bedding shall be watered sufficiently to keep all plantings lush without distress. Distressed bedding plants shall be removed and replaced regardless of the timing.

All lawns, trees, and shrubs shall be treated for insect, rodent and disease control including but not limited to insect and rodent infestations, damaging fungi, and/or parasites. The Contractor shall submit a plan by July 1, of each contract year, for the Departments approval. Contractor shall provide all chemicals for treatment and supply ITD with all records and reports in respect to the use and application of pesticides. The Contractor shall provide and post appropriate pesticide signs and meet all posting, caution/warning and restricted entry interval requirements in areas being treated with pesticides.

8.8 Water & Wastewater Systems

The Department will be responsible for providing a licensed operator and taking care of associated facility licensing and fees.

The Contractor shall immediately notify the Maintenance Foreman of any problems involving the water well system.

The Contractor shall immediately notify Maintenance Foreman of any problems involving the sewage system.

The Department will be responsible for chemical treatment systems including pumping, cleaning and disposing of sewage from septic tanks for the rest area.

8.9 System

The Contractor will be responsible for all systems serving the rest area. The Contractor shall operate and perform all maintenance and routine servicing of the irrigation system and replace worn or broken equipment with same brand and quality. Maintenance and repair below and above ground including pipes, pumps, control and electrical systems, motors, and filter media within the system shall be the responsibility of ITD. Replacing damaged sprinkler heads will be the responsibility of the contractor. Testing and maintenance shall be in accordance with the most current regulations, guidelines and revisions as required by federal, state and local codes or statutes. See Exhibit IV.

8.10 Miscellaneous

The Contractor will report daily to the District Maintenance Engineer, of any "lost and found" items discovered. The Contractor shall secure items found until collected by the Department.

Any unclaimed items not collected shall be delivered weekly to the Highway Maintenance Foreman in Blackfoot. All incidents of lost/found shall be recorded in the daily checklist and log. (See Exhibit II.)

In addition to the routine work outlined in this document, the contract requires capable and authorized Contractor's representatives to confer as needed in English with the **Rest Area Foreman**, or their representative, concerning situations and problems that may arise.

The Contractor shall provide at least one English-speaking employee for *each* rest area.

The Contractor shall inspect all outside lighting once a month during nighttime hours. See Exhibit IV.

8.11 Vending

The Contractor shall not distribute, advertise or sell products or services of any kind in the rest area. The Contractor should be aware of the provisions of Title 40, Chapter 3 (Section 40-321) and Title 67, Chapter 54 (Section 67-5411) of the Idaho Statutes, which outlines Commercial Enterprises on Highways and vending requirements by the Idaho Commission for the Blind & Visually Impaired.

8.12 Rest Area Activities & Refreshments

Requests to provide refreshments at rest areas during holidays and weekends will be processed by the appropriate Department District. Copies of all approved requests may be forwarded to the Contractor upon request. The Contractor will cooperate with all approved entities and will assist in any resulting clean-up of the rest area facility. The Contractor will prohibit any unapproved entity from providing refreshments at rest areas.

9. WORK DETAIL - MAINTENANCE REQUIREMENTS

9.1 Contractors Responsibilities

The Contractor shall submit an annual schedule to the Maintenance Foreman, or his/her designee, for all steam cleaning or in the rest area. This schedule shall be submitted prior to commencement of work.

Maintain in good working condition all fixtures in the rest rooms including, but not limited to, soap dispensers, mirrors, urinals, toilets, wash basins, water fountains, toilet partitions and all doors, hinges, latches and supports.

Maintain in good working order all plumbing fixtures, which shall include repairing, cleaning or replacing defective valves, gaskets, unstopping clogged sewer lines, traps or grates, repairing leaking pipes and faucets or yard hydrants.

Be responsible for routine oiling of motor and fan bearings and clean or provide new filter pads for the HVAC system once a month or sooner as needed. See Exhibit IV.

Purchase and install all replacement light bulbs to light fixtures that are inside and outside attached to the building and all lighting outside that can be reached safely with an 8 foot ladder. This includes refreshment and/or information kiosk. The Contractor is responsible to test GFCI outlets and the emergency lighting system monthly and record in log date inspected and actions taken. The high-level parking area lights will be maintained by ITD.

The Contractor shall provide soap, paper goods, garbage bags, mechanical or electrical odor control and cleaning supplies. All supplies and materials furnished by the Contractor are subject to prior approval by the Department. The Contractor shall submit a supply list of all paper and cleaning supplies used to District Maintenance Engineer. When new supplies are purchase an updated supply list shall be submitted. Material Safety Data Sheets (MSDS) must be present for all appropriate products.

Preserve and enhance natural or special areas as approved by ITD.

The Contractor shall be responsible for insect and rodent control inside the rest area building. Contractor shall provide all chemicals or traps for insect and rodent control. Contractor or subcontractor personnel shall be appropriately licensed. Chemicals are subject to Department approval before being used. All dead insects and rodents shall be removed promptly and properly.

Be responsible for meeting all licensing, insurance and records requirements as prescribed by the Idaho Department of Agriculture for the commercial use and application of herbicides, insecticides or rodenticides.

Or the Contractor shall:

Obtain the services of a fully licensed and insured commercial lawn care (ornamental) firm or pesticide firm to treat all pests, including undesirable lawn weeds, noxious weeds, insects and rodents associated with grounds and building maintenance at contractor expense. The Contractor hired to provide these services shall be approval by ITD prior to starting any work.

Obtain prior approval and provide ITD with labels and MSDS sheets of all pesticides (herbicides, insecticides and rodenticides) used for grounds, lawn and ornamental maintenance.

The Contractor shall immediately remove any graffiti or markings of any kind on any surface inside the restrooms. Repair surface prior to applying paint where graffiti is scratched into the surface. Touch up paint as necessary.

The Contractor shall remove snow from the roofs of the Caretakers Residence and Restrooms when the snow reaches a maximum depth of 12 inches.

The Contractor shall provide for bulk garbage storage containers and trash haul services or remove all garbage-collected daily from the rest area

9.2 Department's Responsibilities

Be responsible for maintaining the high-level parking area lights.

10. WORK DETAIL REPAIR AND REPLACEMENT REQUIREMENTS

10.1 Contractor's Responsibilities

Be responsible for painting, oiling, or staining the buildings, roofs, and related structures inside and out at least once per contract term in the core area. This includes the rest area residence. If ITD determines that the buildings or related structures must be painted or stained, or oiled the contractor, upon written notification from the ITD, has thirty (30) days within which to perform this work. The Contractor shall supply sprayers, brushes, rollers, masking tape and all other necessary supply items to do the work of painting, oiling, and staining.

Be responsible for replacing unserviceable or broken parts in the plumbing, heating/cooling, electrical, and irrigation systems. Purchase and maintain an adequate supply of plumbing repair parts to ensure continual operation of the restrooms and irrigation system. The Contractor will provide all repair parts and kits with a retail value of less than \$75.00 per part or kit at no cost to ITD. Labor is not included in the \$75.00 amount and is the contractor's responsibility.

Be responsible for replacing in kind all equipment, materials, and fixtures damaged by the Contractor or their employees during the performance of services. The Contractor shall also be responsible for any and all liability in connection with the performance of this Contract. The Contractor shall provide evidence of the insurance coverage with the cost proposal.

Be responsible for replacing/repairing unserviceable or broken fixtures, toilet seats, water fountains valve kits, washbasin valves kits, soap dispensers, toilet paper dispensers, and other related fixtures. Replace the unserviceable or broken fixtures with Department provided fixtures. (A standard fixture list will be provided by ITD). ITD will make the final determination if a fixture needs replaced.

Refer to Exhibit V for more details on typical repair and replacement duties.

10.2 Department's Responsibilities

Be responsible for major repairs to the sewage system and related facilities, the water system including the well, major plumbing and pump, and controls for the irrigation system, the heating and cooling system and electrical repairs over \$75.00.

Be responsible for providing replacement fixtures for the rest rooms and rest area proper, including but not limited to: urinals, toilets, water fountains, wash basins, faucets, valves, partitions, doors, soap dispensers, toilet paper dispensers, benches, arbors, picnic tables and garbage containers if over \$75.

Provide a licensed plumber and electrician if repairs and/or replacement of fixtures are not accomplished within 14 days from notification by ITD on Log form, ITD will complete the repairs and deduct cost from contractor's payment.

Reserve the right to make any repairs, remove or add fixtures, facilities, landscaping or any other improvements or maintenance activity it deems necessary.

ITD will furnish paint, oil, and/or stain.

11. CONTRACTOR'S EMPLOYEES

The Contractor shall provide uniforms or designated clothing with an easily read identification badge that shall be worn by all rest area personnel while on duty at the rest area.

11.1 Employee Uniform

The uniform or designated clothing and badge shall have the Contractors and employee's names which shall be visible at all times. This identification may be stamped or printed on the uniform in place of a badge. Employees shall be neat and clean at all times. Uniforms shall be subject to approval by the project coordinator. Additional protective clothing and headgear during inclement weather shall bear appropriate insignia of the type previously described.

11.2 Time Clock / Daily Log

Each employee shall check in & out, with the provided time clock, and fill out the daily diary log for each shift and when working at the rest area. Time cards and log sheets will be collected during the monthly inspection; time cards will be supply for contractor by the Department.

11.3 Employee conduct

Employees are prohibited from having firearms in their possession while on duty.

Employees will treat the public in a friendly and courteous manner at all times. The public may have many questions so the employees should be well-informed on local road conditions, detours, service stations, motels, restaurants and tourist attractions.

The contractor and their employees shall not accept tips or other gratuities for any service performed in the rest area.

The Department reserves the right to require the Contractor to remove employees from the job, covered by this contract, who endanger persons or property or whose continued employment does not serve the best interest of the State.

12. CONTRACTOR'S RESPONSIBILITY

12.1 Grounds, Parking Lot and Roadway

The Contractor shall be responsible for snow removal on the driveway leading to the caretaker's residence.

12.2 Signs and Symbols

The Contractor shall do emergency closure of the rest area by use of the signs, barricades, and deployment plan provided by the Department.

The Contractor shall remove closure signs and barricades when the emergency is over and the rest area is reopened.

12.3 First Aid Supplies

The Contractor shall provide a Department approved first aid kit that the Contractor shall keep the first aid supplies stocked at all times. The resident caretaker may attend a first aid course (conducted by the Department) if he or she so desires.

12.4 Fire Extinguishers

The Contractor shall be responsible for notifying the Department each time an extinguisher is used or requires servicing or recharging.

13. DEPARTMENT'S RESPONSIBILITIES

13.1 Utilities

ITD will provide all utilities, including electrical, water and sewer for the rest area proper.

13.2 Grounds, Parking Lot and Roadway

ITD will be responsible for all repairs to pavement, sidewalks, curbs and high-level parking lights. If ITD determines that any damage is the result of a negligent act by the Contractor, repairs shall be the responsibility of the Contractor. If the Contractor doesn't complete the repairs within 14 days ITD will make repairs and deduct costs from Contractor's payment. ITD will be responsible for sweeping and snow removal in the parking lots and on approach ramps.

13.3 Signs and Symbols

ITD will provide all necessary permanent signs and pavement markings.

No additional signs shall be installed or erected by the Contractor except those required on a temporary basis to designate rest room cleaning. The Contractor shall do emergency closure of the rest area by use of the signs, barricades, and deployment plan provided by ITD. Closures must be approved by ITD. The Contractor shall remove closure signs and barricades when the emergency is over and the rest area is to be reopened. ITD shall be notified immediately of such emergency.

13.4 Tourist Information

ITD will approve all maps and brochures to be displayed in the rest areas. ITD has a Memorandum of Understanding (MOU) with Department of Commerce & Pioneer Country Travel Council, Inc.

13.5 Fire Extinguishers

ITD will furnish fire extinguishers for emergency use by Contractor personnel. Monthly inspection (30 day intervals) of fire extinguishers shall be the responsibility of the Contractor and should be noted in the daily log and on fire extinguisher tag. The Contractor shall be responsible for notifying ITD each time an extinguisher is used or requires servicing or recharging.

13.6 Special Use Permits

Permits may be issued by ITD, for use of the rest area by private non-profit organizations, for such activities as providing free refreshments to travelers during a specific time period. Inquiries about such permits shall be directed to ITD. ITD will provide the Contractor a copy of any such permits issued.

13.7 Complaints

All letters of complaint directed to the Contractor from the public shall be forwarded to ITD for reply. If appropriate, ITD will provide a copy of the complaint and reply to the Contractor.

13.8 Force Majeure (Acts of Nature)

ITD will be responsible for all damage and other problems caused by acts of nature. If the damage or circumstances is so severe that extended closure of the rest area is necessary, the Contractor's duties and compensation may be suspended for the closure period. Compensation will be based on a pro-rated share of a 365-day year. Refer to Section III Terms & Conditions.

13.9 Inspection

ITD will perform monthly inspection(s) and as needed to ascertain the Contractor's compliance with requirements. The inspection(s) will be used to compute the monthly score which payments will be based on. The Contractor's designated supervisor may accompany ITD representative when inspections are made, but no advance notice of inspection time will be given. Refer to Exhibit III for ITD checklist and scoring criteria for each item.

The overall months' score will be computed as the average of items 1-26 on Exhibit III or as modified and agreed upon by both parties.

In the event the Contractor disagrees with the score of a monthly inspection, he shall present written justification for a different score to the District Maintenance Engineer within one week of the inspection. The District Maintenance Engineer will allow score adjustment only for the following reasons:

- Acts of God beyond the control of the Contractor
- Inspections performed during a large influx of visitors, such as a bus tour
- The Contractor demonstrates that broken or malfunctioning items noted were repaired within 5 working days of the inspection

Any adjustment as provided above will be made on the following months' payment.

14. REST AREA RESIDENCE/FACILITIES

14.1 General Information

The Residence located at **North Blackfoot Rest Area** shall be occupied by the Contractor or Contractor's employee who will function as the resident caretaker. Contractor and/or Contractor's employee(s) shall enter into a

The residence is a three bedroom, single story, two-car garage, and wood frame building with the following furnishings: electric kitchen range, dishwasher, refrigerator, electric forced air heating/cooling system and drapes.

Use of the residence is part of the Contractor's compensation under the proposed contract. **The Contractor shall not charge their employee rent for said residence.** All State laws apply.

Neither the local school district (school bus) nor US Postal Service provides service to the residence or rest area. Separate arrangements must be made by the caretaker to obtain these services.

The Contractor shall be ultimately responsible for the residence. If the Department deems that the Contractor's employee must be replaced for noncompliance with the housing contract, it shall be the Contractor's responsibility to remove said employee from the residence. If the Contractor fails to remove said employee, the Department reserves the right to remove the employee from the premises by appropriate action at the Contractor's expense.

The maintenance foreman will inspect residence in the months of March, July, and November of each contract year to verify compliance with this contract. If damages or excessive wear to the residence is present and is determined by the maintenance foreman to be caused by the Contractor or their employees. The Contractor shall repair said damage at contractor's expense. If repairs area not made within 14 days ITD will complete the repairs and deduct from contractors last payment or payments.

14.2 Housing Policy

Occupancy in the residence is limited to the Contractor or Contractor's employee assigned to be the resident caretaker and their immediate family members (spouse and children) **only**. The Contractor and/or Contractor's employee(s) shall enter into a Rest Area Residence Property Lease Agreement with ITD.

The resident caretaker is expected to be considerate of the motoring public and shall, at a minimum maintain moderate noise levels regarding television, radio, phonograph, parties, and confine pets to the fenced yard area; no vicious animals are allowed. Approval of ITD must be obtained in writing for each pet to be brought onto the premises.

14.2.1 The Contractor is responsible for:

- Maintaining the residence, yard and landscaping in a neat and clean manner.

- Repairs and upkeep of the facilities.
- Interior painting, subject to Department's approval.
- Damage to or loss of the residence due to the Contractor's or their employee's negligence or that of individuals for whom they are legally responsible.
- Obtaining necessary insurance for their personal property and contents of the residence.
- Payment of all utilities including telephone (with the exception of water and sewer, which will be furnished by ITD).
- Providing a telephone at the residence.

14.2.2 Department is responsible for:

- Exterior painting.
- Payment of water and sewer utilities.

Modifications or additions to the residence area will not be allowed without prior written approval by the Department. To obtain an approval, a written request with specific details and estimated cost must be submitted to the Idaho Transportation Department, District 5 Engineer. Any modifications or additions, if approved, must be done at the Contractor's expense. Any modifications or addition becomes a part of the residence and will not be removed; however, under certain circumstances, the Department may approve removal of the modification/additions done at the Contractor's expense.

The Department retains the right to inspect the residence at any reasonable time after a 24 hour notice, prior to inspection, to assure that proper maintenance and care are being performed. At the termination of this contract, the residence shall be returned to ITD in as good a condition as when received, ordinary wear expected. Any inordinate amount of wear and tear shall be the Contractor's responsibility to repair.

If the contractor changes rest area caretakers, the contractor shall notified the Department and the residence shall be inspected prior to the new caretakers' occupancy. The contractor shall be present during this inspection. The Contractor at Contractor's expense shall repair all damage above normal wear. If repairs are not made within one week, the Department will complete the repairs and deduct cost from Contractor's payments.

NOTE: The residence on this property shall become available for occupancy one week after this maintenance contract period begins. This vacancy period is necessary for routine maintenance to be conducted by the Department prior to the new occupancy.

II. BID GUIDELINES

1. PERFORMANCE

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

2. BIDDING REQUIREMENTS AND CONDITIONS

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No Bid will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.

The bid shall be signed with **BLUE** ink by the individual or agency authorized to sign and submit this bid for the bidder. The bid signature page must include the bidder name and address and the state and address in which the business is domiciled.

3. IRREGULAR BID

Bids will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.

2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in **BLUE** ink.
7. If Addendums are not signed and returned with the Bid Documents.
8. Contractor's Affidavit – *Concerning Drug & Alcohol*
9. Contractor's Affidavit – *Concerning Illegal Aliens*

4. DISQUALIFICATION OF BIDDERS

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

5. BID GUARANTY (*Five Percent Bid Bond*)

No bid will be considered unless accompanied by a (5%) guaranty of the character and in an amount not less than the amount indicated on the Bid.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond.

6. RETURN OF BID GUARANTY (*Five Percent Bid Bond*)

Bid guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the bids. The retained bid guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of \$20,000 or 12.5% of the total contract amount, whichever is greater.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

1. The obligations shall be acceptable to the State Treasurer.
1. The obligations shall be payable to, or fully negotiable by, the Department.
2. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.
3. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within **90 days** after final completion of the contract those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the contract for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

7. CONSIDERATION OF BID

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available <http://itd.idaho.gov> 'Doing Business with ITD', *Bid and Contract Information*, 'ITD Goods and Services'. The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

8. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION

A bidder who did not submit the lowest responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsible bidder and apply to the Department's chief engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.

9. EXECUTION / AWARD OF THE CONTRACT

The award of contract, if it is awarded, will be made within **15 calendar days** after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose bid complies with

all requirements prescribed. However, the award may be deferred beyond **15 calendar days** by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned **within 15 calendar days** after the bidder has received the contract. If the contract is not executed by the State within **15 calendar days** following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

10. FAILURE TO EXECUTE CONTRACT

Failure to execute the contract within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

III. TERMS AND CONDITIONS

1. CONTRACT AWARD

Award of contract will be ALL OR NONE based on the [lowest] grand total of extended unit prices bid.

2. CONTRACT TERM

The term of this contract will be for one (1) years, with the option to renew three (3) additional one (1) year periods, when agreed upon by both the Contractor and the Department. Renewal will be contingent upon an overall rating during the term of the contract of 2.5 or higher. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portions thereof, or his right, title or interest therein, without prior written consent of the District Engineer.

3. PAYMENT REQUIREMENTS

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

4. CHANGES

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

5. CLAIMS FOR ADJUSTMENT AND DISPUTES

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

6. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

7. COMPLIANCE

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 10 Termination.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

8. TERMINATION

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

9. INDEMNIFICATION

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

10. CONTRACTORS AFFIDAVIT (CONCERNING ILLEGAL ALIENS)

The contractor warrants that any contract resulting from this solicitation is subject to Executive Order 2009-10 (http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009-10.html); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United State; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

11. ANTI-DISCRIMINATION CLAUSE

The Contractor shall agree to Section 601, Title VI; Civil Rights Act of 1964: In that "No person in the United States shall, on the grounds of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

12. INSURANCE

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

The following is a brief explanation of the required insurance coverage's.

1. Worker's Compensation. The CONTRACTOR and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

2. Employer's Liability: This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

3. Liability Insurance: For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Department. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

4. Commercial General Liability Insurance: The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

5. Automobile Liability Insurance: The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

Additional Insurance Requirements:

State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

Notice of Cancellation or Change: The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

IV. ADDITIONAL TERMS AND CONDITIONS

1. INCENTIVE / DISINCENTIVE PAYMENTS

For this contract, an Incentive/Disincentive (Penalty) Payment Plan will be used. The Department will perform unannounced random evaluations of each rest area facility monthly. The items used for rating purposes will be pre-determined and agreed upon by both parties prior to commencement of work as described in Section I. Description of Work. Monthly inspection(s) shall be performed by an ITD representative using Exhibit III: Rest Area and Ports of Entry Maintenance Inspection Form.

The Contractor will be notified of all evaluations immediately following the inspection or within 2 workdays following the inspection. Evaluation scores will be compared with the table below for an overall pay factor, which will be applied to the rest area's monthly bid price, for the month being evaluated.

An Incentive/Disincentive Penalty Payment Plan will be used to reimburse the Contractor based on the following rating system. In addition, the Engineer may take steps to have the work corrected, including the use of Emergency Contracts. Once the Contractor is notified that the Department is taking corrective action, the Contractor will refrain from taking steps of its own. The costs associated with these measures will be deducted from any monies due to the Contractor for work at the specific rest area where the contract deficiency occurred. If a rest area is closed due to a major malfunction, it may only remain closed for a maximum of three days. Unless otherwise approved by the Engineer, additional disincentive reductions of \$5,000 per day will be charged for each day the rest area is closed beyond the 3-day limit.

2. MEASUREMENT

This item will be measured by the lump sum by the month for each rest area location.

The work performed and materials furnished in accordance with this Item and measures as provided for under "Measurement" will be paid for at the unit price bid for "Rest Area Total Maintenance, Operation and Repair" for the rest area(s) specified. This price is full compensation for rest area maintenance and repair, janitorial maintenance, grounds maintenance, landscape maintenance and furnishing all labor, tools, materials, supplies, equipment and incidentals necessary to complete the work.

Contract extension prices will be negotiated prior to the end of the current contract. Extension increases will not exceed changes in the national consumer price index (developed by the US Department of Labor Statistics). Any contract extension will require new or continuations of performance and payment bonds.

RATING	PAY FACTOR
--------	------------

0.00	0.50
0.10	0.51
0.20	0.52
0.30	0.53
0.40	0.54
0.50	0.55
0.60	0.56
0.70	0.57
0.80	0.58
0.90	0.59
1.00	0.60
1.10	0.61
1.20	0.62
1.30	0.63
1.40	0.64
1.50	0.65
1.60	0.66
1.70	0.67
1.80	0.68
1.90	0.69
2.00	0.70
2.10	0.73
2.20	0.76
2.30	0.79
2.40	0.82
2.50	0.85
2.60	0.88
2.70	0.91
2.80	0.94
2.90	0.97
3.00	1.00
3.10	1.01
3.20	1.02
3.30	1.03
3.40	1.04
3.50	1.05
3.60	1.06
3.70	1.07
3.80	1.08
3.90	1.09
4.00	1.10

Example: accumulative 2.51 rating => (0.85 pay factor) * (monthly bid price) resulting in a 15% penalty.

3. SAFETY REQUIREMENTS

The Contractor shall promptly notify appropriate authorities of emergencies that occur in the rest area. In the event of illness or injury to visitors or others while in the rest area, the Contractor's personnel shall call for professional help as requested or deemed appropriate. The Contractor shall comply with applicable laws and regulations governing safety, health and sanitation

4. MATERIAL SAFETY DATA SHEETS

The Contractor shall provide a notebook at each rest area containing current Material Safety Data Sheets (MSDS) and inventory list of all materials used at each rest area. The notebook shall be kept in the storage room or area and made available when requested or if needed in an emergency.

5. SAFETY TRAINING

The Contractor shall provide at no cost to their employees training, testing, information, vaccination (if requested), and appropriate protective equipment in all matters relating to the human hazards due to exposure or contact with blood borne pathogens or diseases. The contractor shall meet all current federal (OSHA) requirements to protect their employees from this exposure.

6. HAZARDOUS MATERIALS

The Contractor shall immediately report to the Highway Maintenance Foreman any suspected hazardous material spills. The Contractor should recognize the hazard and barricade the area. The Contractor shall not attempt cleanup and shall keep people away until qualified authorities decide on proper action. Hazardous materials shall be reported to the Department and remediate according to Department requirements.

The Contractor shall report all incidents such as vandalism, excessive occupancy, camping, etc., to the proper law enforcement agency as quickly as possible. ITD shall receive notification of any incidents relative to public health or safety immediately and incidents of a lesser nature during the next normal workday.

7. FLAMMABLE LIQUIDS

The Contractor shall store all flammable liquids in the flammable cabinet provided. Gas and gas-powered equipment shall not be stored in the rest area building. Mechanical room shall be kept in a clean and orderly condition. Mechanical room shall not be used as a storage room for bulk supplies. Electrical panel(s) shall accessible at all times.

8. SIGNS AND BARRICADES

The Department will furnish signs and barricades for emergency closure of the rest area.

9. EQUIPMENT

The Contractor shall furnish all tools, equipment, and uniforms. The Contractor will supply a telephone for emergency use during all hours of operations.

The Contractor shall take precautions during all operations to protect rest area visitors. Special precautions must be used when power equipment is operated in the vicinity of pedestrians. This includes but is not limited to wet floors, mowing, edging, trimming, painting, pesticide applications, etc. The Contractor shall furnish pedestrian signs deemed necessary to adequately warn or protect the public from possible hazardous conditions

Requisition # E-036410
Project: Janitorial Services
Cherry Creek Rest Area and Malad
Summit Rest Area

FAX BACK: 208 334-8824

To help us assist you better PLEASE fax back.

To: Idaho Transportation Department
Purchasing Section
PO Box 7129
Boise, Idaho 83707-1129

BID CLOSING ON: 6/19/07 @ 5:00 P.M. BID OPENS ON: 6/20/07 @ 10:00 A.M.

INTENTION TO RESPOND

Please check all that apply

_____ Company intends to prepare and submit a proposal to the requisition listed above.

_____ Company does not plan to respond.

_____ Company plans on attending the **mandatory** site inspection and pre-bid conference held on **June 5, 2007** at 2:00 p.m. MST at Malad Summit Rest Area on I-15, MP 25, Southbound.

_____ Other Message/Comments: _____

Company Name _____

Individual/Owner's Name _____

Mailing Address _____

City _____ State _____ Zip _____

Contact Person _____
(Please Print)

Phone # _____ Fax # _____

E-Mail: _____

BID SCHEDULE

Janitorial Services

CHERRY CREEK AND MALAD SUMMIT REST AREAS

Each Bid item shall be filled in completely by the Contractor in the bid schedule, by indicating total dollars and cents under Unit Price and Total Cost. All costs, including hourly rates, will be included here and will be fully burdened to include, but not limited to, wages, transportation, lodging, overhead, and per-diem. All figures shall be written in ink or typed. Pencil entries will not be accepted; bids will be considered irregular and rejected.

Requisition Number: E-083470

Contractor / Business Name: _____

ITEM #	CONTRACT TERM	UOM	DESCRIPTION CHERRY CREEK / MALAD SUMMIT REST AREAS	COST PER MONTH	AMOUNT BID
1	1 YEAR	1 MO	JANITORIAL SERVICES & MAINTENANCE Cherry Creek Rest Area	\$ _____	\$ _____
2	1 YEAR	1 MO	JANITORIAL SERVICES & MAINTENANCE Malad Summit Rest Area	\$ _____	\$ _____
3	7 MONTHS	1 MO	LAWN CARE SERVICES Cherry Creek Rest Area	\$ _____	\$ _____
4	7 MONTHS	1 MO	LAWN CARE SERVICES Malad Summit Rest Area	\$ _____	\$ _____

TOTAL AMOUNT BID: \$ _____

AWARD TO BE "ALL OR NONE"

The term of this contract will be for one (1) years, with the option to renew three (3) additional one (1) year periods, when agreed upon by both the Contractor and the Department.

SIGNATURE: _____ DATE: _____

THIS PAGE MUST SIGNED WITH AN ORIGINAL SIGNATURE (IN BLUE INK) AND RETURNED WITH YOUR BID DOCUMENTS!

CONTRACTOR'S AFFIDAVIT
CONCERNING ILLEGAL ALIENS

http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html

STATE OF _____

COUNTY OF _____

The undersigned, being duly sworn upon oath, deposes and says that _____
(Contractor Name)

complies with the provisions of Idaho Executive Order 2009-10 (Establishing a Policy for All State

Agencies Concerning Public Funds); that _____ substantiates that all
(Contractor Name)

employees providing services or involved in any way on projects funded directly by or assisted in whole
or part by state funds or federal stimulus dollars can legally work in the United States and complies with
the provisions of Idaho Executive Order 2009-10 and will maintain such throughout the life of this state

contract and that _____ shall subcontract work only to subcontractors
(Contractor Name)

meeting the requirements of Idaho Executive Order 2009-10.

Name of Contractor

Address

By: _____
(Signature)

City and State

Subscribed and sworn to before me this _____ day of _____, in the year _____.

Commission expires: _____

NOTARY PUBLIC, residing at

THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn upon oath deposes and says that _____
(Contractor Name)

_____ complies with the provisions of Section 72-1717 Idaho

Code (Drug Free Workplace program); that _____ provides a drug-free
(Contractor Name)

workplace program that complies with the provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life of a state construction contract and that

_____ shall subcontract work only to subcontractors meeting
(Contractor Name)

the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, in the
year _____.

Commission expires: _____

NOTARY PUBLIC, residing at

THIS PAGE MUST BE RETURNED WITH YOUR BID OR QUOTE DOCUMENT

POTENTIAL PLAN HOLDERS
Cherry Creek & Malad Summit Rest Area
Janitorial Services

ENVIRONMENTAL SERVICES LLC
PO BOX 981
BLACKFOOT ID 83221

H & H CLEANING SERV
216 WEST 39TH
BOISE ID 83714

WESTERN BUILDING MTCE
PO BOX 9408
BOISE ID 83707
208 345 2951
208 345 9716 (fax)

RFC COMMERCIAL CLEANING LLC
82 CONQUEST CT
MIDDLETON ID 83644

LEONS DOMESTIC SERVICE
PO BOX 15213
BOISE ID 83715 5213

CRYSTAL PASIC
1879 ARLINGTON DR
POCATELLO ID 83204

VJ GOODS INC
746 GRAY CLOUD WAY
MERIDIAN ID 83642

EXTREME FORCE INC
1941 JEAN
POCATELLO ID 83201

AMERICAN QUALITY CLEANING
6243 BUCKLEY PLACE
BOISE ID 83713

DEREK PREECE
ON THE SPOT CLEANING
586 W HWY 26 #3
BLACKFOOT ID 83221

VARSITY CONTRACTORS INC
PO BOX 1692
POCATELLO ID 83204
208 232 8598
208 232 6068 (fax)

PAUL MOODY
Qtrking1@aol.com

ROCKY MOUNTAIN SERVICES
4500 YELLOWSTONE
POCATELLO ID 83202
208 237 9150
208 237 6025 (fax)

ABM JANITORIAL
10221 W EMERALD STE 120
BOISE IDAHO 83704
208 377 8181
208 377 8183 (fax)

SELWAY SERVICES
4951 BRADLEY STE A
BOISE ID 83714

VICINITY MAP



EXHIBIT 1
PAGE 1 OF 3
(DRAWING NOT TO SCALE)

MALAD SUMMIT
REST AREA
MILEPOST 25.275

TO MALAD CITY
12 MILES



MALAD
CITY

INTERCHANGE # 13

TO MALAD
CITY
6 MILES

CHERRY CREEK
REST AREA
MILEPOST 6.597

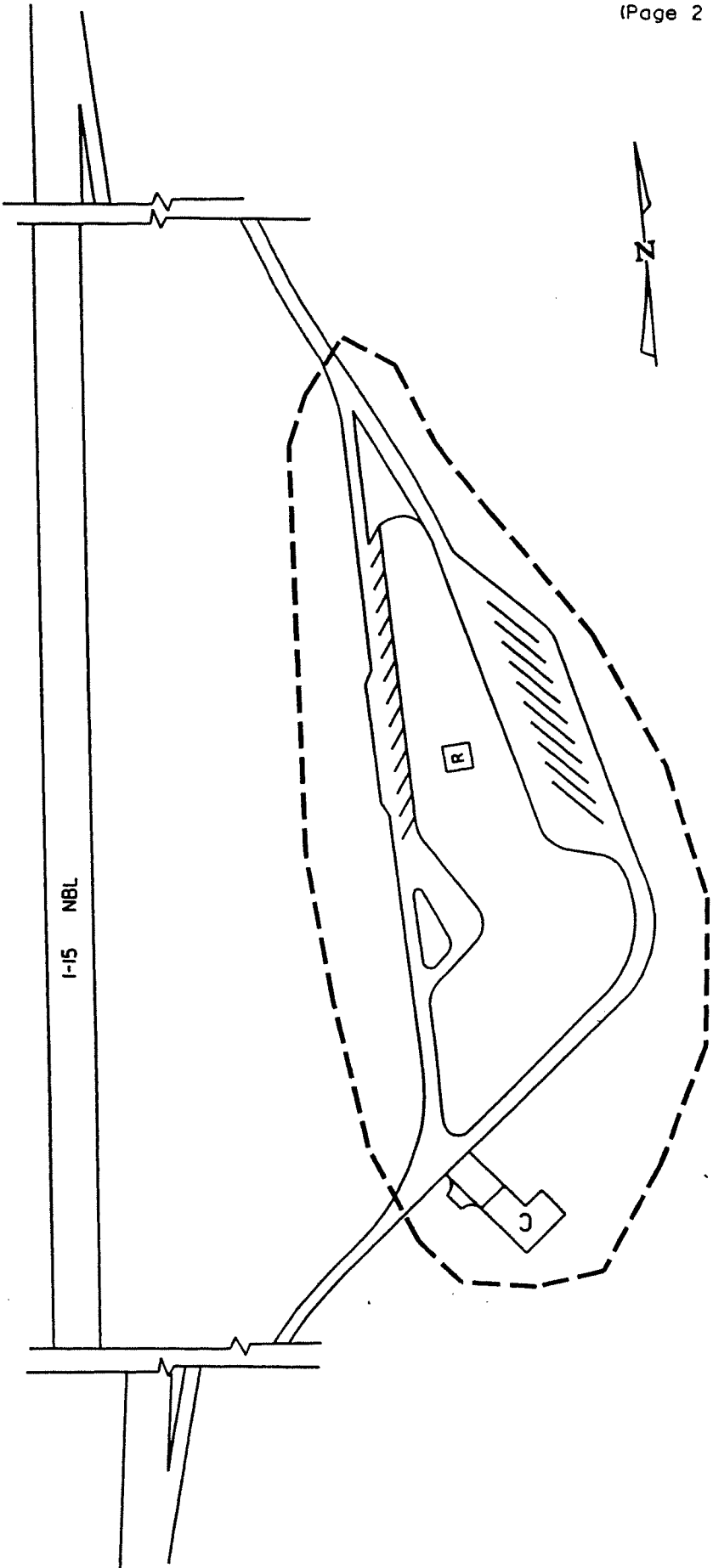


RESIDENCE



CHERRY CREEK
Core Area Map

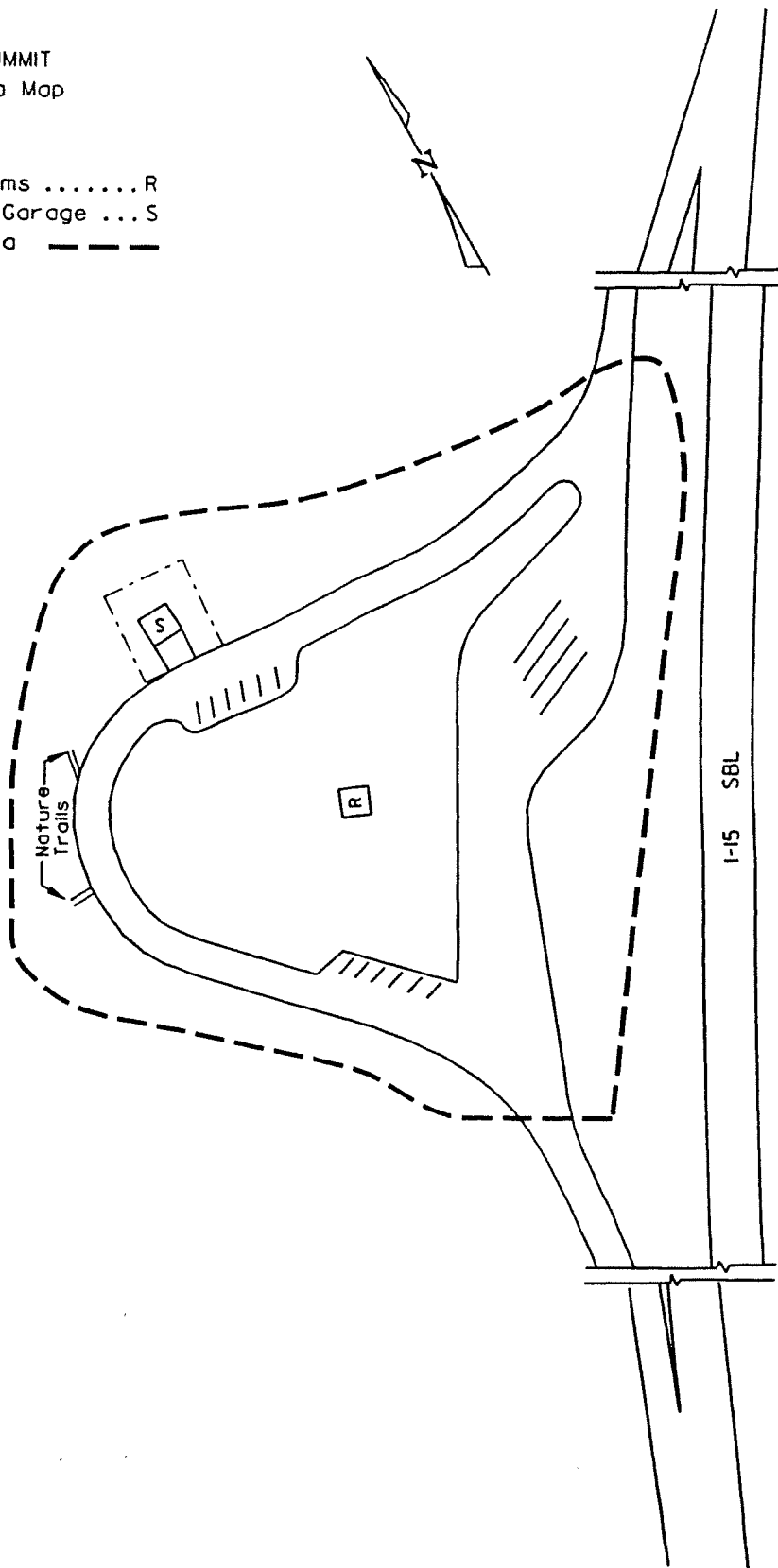
Rest RoomsR
Caretakers Residence ...C
Core Area -----





MALAD SUMMIT
Core Area Map

Rest RoomsR
Storage Garage ...S
Core Area -----



NOTE: Nature troll and fixtures
shall be part of core area.

**REST AREA MAINTENANCE
DAILY CHECKLIST & LOG**

EXHIBIT II

Rest Area Name & Location _____

NB SB EB WB

	Daily Activities	Comments	Time	
1	Main & Handicap Restrooms		am	pm
	Clean Toilets - Women's Restroom		am	pm
	Clean Toilets & Urinals - Men's Restroom		am	pm
	Clean Sinks, Mirrors & Hand Dryers - Women's Restroom		am	pm
	Clean Sinks, Mirrors & Hand Dryers - Men's Restroom		am	pm
	Clean & Fill Soap Dispenser - Women's Restroom		am	pm
	Clean & Fill Soap Dispenser - Men's Restroom		am	pm
	Clean & Mop Floors & Wash Walls - Women's Restroom		am	pm
	Clean & Mop Floors & Wash Walls - Men's Restroom		am	pm
	Remove Graffiti (<i>Where?</i>)		am	pm
3	Empty Garbage Containers - Women's Handicap Restroom		am	pm
	Empty Garbage Containers - Men's & Handicap Restroom		am	pm
	Empty Garbage Containers - Outside Area		am	pm
4	Pick Up Litter & Trash Outside		am	pm
5	Clean Picnic Tables & Arbors		am	pm
6	Clean Sidewalks & Plaza Area		am	pm
7	Mow Lawn/Pet Area (<i>Where?</i>)		am	pm
	Rake Lawn (<i>Where?</i>)		am	pm
	Fertilize Lawns		am	pm
8	Check Fire Extinguishers & Emergency Lights		am	pm
9	Check GFCI Breakers		am	pm
	Check Outside Lights		am	pm
			am	pm
			am	pm
			am	pm
			am	pm
			am	pm
			am	pm
			am	pm

Comments: (Lost & Found, Repairs, Vandalism, etc.) _____

(Signed) Contractor's Representative Date _____ Time _____ (pm)

ITD use only

Ratings:

- (0) Unacceptable
- (1) Poor
- (2) Fair
- (3) Good
- (4) Very Good
- (NA) Not Applicable

Sum of Ratings ==>	
--------------------	--

Additional Comments: _____

REST AREA **REST AREA MAINTENANCE CHECK LIST**

Frequency Key: Low Use Period(s)..... October - April
 High Use Period(s)..... May - September & all Holidays

H = 2 x day T = 3 x week S = 2 x month C = 2 x year
 D = daily F = 4 x week M = monthly E = 3 x year
 B = 2 x week W = weekly A = as needed NA = not applicable

Example: Clean Sinks H/A translates to twice per day and more as needed

Task - Facilities	Minimum Results Expected	Frequency	
		Low Use	High Use
1. <u>Driveways - Parking Lots</u> Pickup and dispose of all litter. Sweep and clean curbs and gutters.	Parking lots and driveways shall be clean of all debris and litter. Curbs and gutters must be clean.	T	D
2. <u>Side Walks</u> Sweep and clean sidewalks. Wash off spilled food, drinks, dirt, sand, etc. Remove snow and ice.	Sidewalks shall be clean of all spills, dust, dirt, sand and of all snow or ice.	D	H/A
3. <u>Garbage Containers</u> Check and replace garbage bags daily to prevent overflow or unsanitary conditions. Check and clean garbage container and lids.	All garbage containers and lids shall be maintained clean and free of dirt and grime. All garbage bags shall be replaced as often as necessary to prevent overflow and or odor.	D	H/A
4. <u>Trees - Shrubs - Lawn</u> Fertilize lawns, trees, shrubs as scheduled. Control undesirable weeds in lawns and/or other areas as required. Prune trees and shrubs as required. Edge lawns, curbs and sidewalks as required. Pick up debris, litter and trash. Treat trees and shrubs when they show symptoms of insect or disease damage. Consult with experts if in doubt.	All lawns, trees, shrubs and landscaped areas shall have a neat, healthy and well maintained appearance. All debris, trash and litter in these areas will be picked up at all times and disposed of. All trees and shrubs shall be healthy and well maintained and not suffer from insect and disease damage	C/A	C/A
5. <u>Natural Areas/Wild flower Beds</u> Clean up all litter and trash. Control all noxious weeds. Clean and remove all undesirable weeds. Control and treat all noxious weeds. Replant or seed wild flowers as required. Clean up and remove all litter and trash and dispose.	Native characteristics shall be preserved and enhanced. All noxious weeds shall be controlled. Area must be litter and trash free. Wild flower beds and area shall be preserved and maintained to enhance the rest area. All noxious weeds shall be controlled. Wild flower beds must be free of litter and trash.	A	A
6. <u>Grassy Areas (Pet Areas)</u> Mow and edge the grassy area. Mow when growth exceeds 4 inches (100 mm). Pick up and dispose of all litter and trash. Trim excessive growth as required.	All grassy (pet) areas shall be neat and clean and be free of excessive vegetative growth and free of any litter, pet waste, and trash.	W	W/A
7. <u>Gravel or Other Blanketed Areas</u> Keep gravel areas clean and clear of any vegetation. Pick up and dispose of all trash and litter. Keep area properly covered with material.	All graveled or blanketed areas shall be weed free, neat and free of any litter and trash.	A	A

REST AREA

Task - Facilities	Minimum Results Expected	Low Use	High Use
<u>8. Building Exterior</u> Clean walls, doors, entryway, and windows. Sweep down cobwebs. Remove graffiti. Keep gutters free of debris, leaves and needles.	Clean and neat appearing building exterior free of cobwebs, dirt and grime.	D	D/A
<u>9. Picnic Tables – Arbors</u> Clean and scrub all table tops and benches with soap and water that will clean and sanitize. Wash ceilings, walls and post as required. Wipe dry. Remove or paint over all graffiti immediately.	All picnic tables, arbors and floors shall be neat, clean and the area free of trash and litter. Cobwebs shall be removed daily. No graffiti will be visible.	A	H/A
<u>10. Information Signs/Kiosk</u> Clean and wash Plexi-glass with appropriate cleaner. Wiped clean. Sweep down all cobwebs and dust. Pick up and dispose of all trash and litter. Clean wooden benches with soap and water. Rinse and wipe them dry.	Information signs and Kiosk must be clean and free of cobwebs, litter, dust, and graffiti. All frames and displays must be in good shape. Report if displays need attention or repair.	D	D/A
<u>11. Building Interior/ Foyer</u> Sweep and mop area. Wash and scrub with soap and water or appropriate cleaner. Sweep down all cobwebs. Remove or paint all graffiti immediately. Clean entire drinking fountain with antibacterial disinfectant. Wash with soap and water. Rinse and wipe dry. Check faucet for leaks and proper operation. Clean windows inside and out.	Foyer area is clean for public use. Clean and sanitary drinking fountain that operates properly. Walls and ceilings, especially in the corners, shall be free of cobwebs, dirt, grime and graffiti. Fix faucets if leaking. Windows shall be clear and streak free.	A	D
<u>12. Building Interior/ Restroom/ Partitions</u> Mop floor, clean sinks, urinals, toilet stools, partitions and hand dryers/towel dispensers with antibacterial disinfectant cleaner. Remove all graffiti. Clean all partition walls with soap and water with disinfectant. Rinse and wipe dry. Remove and/or paint over all graffiti. Make sure doors operate and lock properly. Check to make sure partitions is sturdy and not damaged.	Restroom area and fixtures are clean and sanitized. Clean and well maintained partitions that are free of dirt, grime and graffiti with doors and all fixtures operate properly.	H	H/A
<u>13. Urinals/ Toilet Stools, Seats and Paper</u> Clean and thoroughly scrub with high-strength detergent containing a deodorant and anti-bacterial agent. Rinse with clean water and wipe dry. Check to see if urinals and toilets flush properly. Check and replace odor blocks. Check to make sure adequate supplies of toilet paper and toilet seat covers are present in the dispensers. At least one-half roll of bio-degradable toilet paper shall be in evidence in each stall.	All surfaces, including exterior of urinal, toilet stool and exposed plumbing, to be free of dust, grime, stains, and finger prints. Toilet paper and toilet seat covers shall be available at all times and never run out. Keep water flow through urinals to keep uric acid from building in traps.	H	H/A

Task - Facilities	Minimum Results Expected	Low Use	High Use
14. Plumbing Fixtures Check for and repair any leaks on flush mechanism, supply and drain lines.	No leaks and urinals and toilets flush properly.	W	D
15. Floors Clean and thoroughly scrub or mop with a high strength detergent containing a deodorant and anti-bacterial agent. Rinse and mop dry. Check to make sure floor drains operate properly and disinfect traps.	Floors, especially next to mop boards and corners, shall be free of dirt and grime. Mop will be replaced or laundered monthly.	H	H/A
16. Sinks Clean and thoroughly scrub with an appropriate cleaner or detergent containing a deodorant and anti-bacterial agent. Rinse with clean water and wipe dry. Check to see if faucets and drain operates properly.	All surfaces, including exterior of sink, shall be free of dust, grime, stains and finger prints. Faucets and drains shall operate properly.	H	H/A
17. Mirrors Clean thoroughly with a high strength detergent containing a deodorant and anti-bacterial agent that will not scratch mirrors. Rinse and wipe dry. Remove all graffiti.	All surfaces of the mirror shall be clean, and functional, and free of dust, dirt, stain, grime and finger prints. No graffiti will be present or visible.	H	H/A
18. Hand Dryers/Soap Dispenser Clean and thoroughly scrub with a high strength detergent containing a deodorant and anti-bacterial agent. Rinse and wipe dry. Check to see if hand dryer operates safely and properly. Check to see if soap dispenser has adequate supply of soap and operates properly.	All surfaces of the hand dryer and soap dispenser shall be clean and free of all dust, dirt, grime, stains and fingerprints. Hand dryer and soap dispenser shall operate safely and properly at all times. Soap dispenser shall have adequate supply of soap at all times. Vacuum air intake vents on hand dryers monthly	H	H/A
19. Heating -Air Exchange Check all filters, ducts, grills, and vents to insure heating and air conditioning systems are operating properly. Oil all bearings and other moving parts as required	Desired temperatures are 50 to 65 degrees in the winter and 65 to 80 degrees in the summer. The air exchange capacity shall meet code requirements of every 15 minutes. Replace filters. Clean grills and ducts.	M	M/A
20. Rest Room - Exterior - Kiosk Lighting and Sky Lights Clean all light fixtures with a damp cloth. Replace all bulbs immediately when burnt out. Remove all cobwebs and dead insects, and clean lens.	All lights shall be clean, free of cobwebs and operating properly at all times. Sky lights shall be free of cobwebs and dust.	A	M
21. Cigarette Butt Receptacles Clean cigarette butt receptacles. Remove and dispose of all cigarette butts and trash. Replace sand as required.	Neat and clean cigarette butt receptacles.	D	H
22. Mechanical Room Keep mechanical room clean, organized and free of clutter. Keep up-to-date MSDS sheets on all cleaning products in a visible place and easily accessible in case of emergency. Check fire extinguishers. Check and refill first aid kit.	All mechanical rooms shall be free of clutter, dirt and cobwebs. Fire extinguisher and first aid kits shall be full and ready in case of emergency. Test emergency lighting.	M	M

Task - Facilities	Minimum Results Expected	Low Use	High Use
<u>23. Steam Clean/Hot Water Wash</u> Use steam cleaner or hot water wash to thoroughly wash down walls, partitions, stools, urinals, sinks and floors to remove stains, dirt and grime.	Steam cleaning or hot water wash shall be necessary to sterilize, disinfect and thoroughly clean the rest rooms. This cleaning shall be done during low-use periods.	M	M
<u>24. Caretaker Appearance – Uniform</u> The caretaker shall wear a uniform or ID badge provided by the contractor while on duty which displays the contractor's and employee's name.	Caretaker and contractors employees shall be neat and clean at all times. Employees shall be friendly and courteous to rest area users. Employees shall wear uniform or I.D. badge at all times while working within rest area complex.	D	D
<u>25. Record Keeping/ Daily Log / Time Clock</u> The caretaker shall check in and out using time clock provided. Keep daily logs listing activities completed. Enter unusual or required information (i.e. repairs, lost and found articles, accidents, vandalism. etc). Keep the daily log in the mechanical room.	Daily time sheet, logs and records shall be maintained daily and available for ITD inspection. Daily time sheet, log and records will be collected monthly by ITD.	D	D
<u>26. Public Telephones</u> Clean and sanitize public phones/booths. Report operational problems to telephone company and ITD.	All public telephones shall be neat, clean and free of stains, dust and finger prints.	D	D/A
<u>27. Irrigation System</u> Monitor, test and service irrigation system to assure that timely and proper coverage of irrigation water is taking place. Replace and/or repair sprinkler heads and broken lines as required. Adjust sprinkler heads for proper pattern and height.	The lawn shall appear green, healthy, well kept and be irrigated on a regular basis. Mowed weekly during growing period.	NA	W/A
<u>28. Residence (If applicable)</u> Follow contract guidelines to care for rest area residence. Residence will be inspected as scheduled to verify compliance to contract.	Maintaining the residence, yard and landscaping in a neat and clean manner.	E	E

REST AREA MAINTENANCE INSPECTION SCORE DEFINITIONS

Checklist Item #	Definition of "UNACCEPTABLE" (0)	POOR (1)	Definition of "FAIR" (2)	Definition of "GOOD" (3)	Definition of "EXCELLENT" (4)
1	A large amount of litter is present and easily observed.		A large amount of small litter is present, such as gum or candy wrappers.	A minor amount of litter is present.	No litter is observed.
2A Ice/Snow	Walks are completely obstructed by snow/ice.		Ice/snow patches exist on the sidewalk, but a path to the building still remains.	Walks are shoveled and de-icers applied, some ice spots remain.	<u>Entire width</u> of sidewalk is bare and open for use.
2B Spills	All sidewalks have many spots visible.		Main sidewalks into buildings have some spots.	Main sidewalks into buildings have no spots.	No spots are evident on any sidewalk.
3	Garbage cans are overflowing, lids are soiled and bad odor is present.		Cans are full and containers soiled and bad odor present.	Garbage receptacles are less than half full, containers may be soiled but lids are clean and no odors.	Garbage receptacles are less than half full, containers and lids are clean and no odors.
4A Litter	A large amount of litter is present and easily observed around and in trees and shrubs.		A large amount of small litter is present and easily observed around and in trees and shrubs.	A minor amount of small litter is present and easily observed around and in trees and shrubs.	No litter is observed.
4B Trees & Shrubs	Plants have dead spots, with major weed infestation.		Plants appear healthy, need major trimming, some weeds are present.	Plants appear healthy, need minor trimming, no weeds are present.	Plants are healthy, neatly trimmed, and no weeds are visible.
4C Lawns	Grass overgrown, dead spots and weeds present. Large amount of trash present.		Mowed weekly. Pet waste present. Grass trimming remaining on lawn area.	Mowed and trimmed weekly to maintain neat appearance. Minor amount of small litter present. Fertilized as scheduled.	Mowed, trimmed and edged weekly to maintain neat appearance. No litter present.
5A Litter	A large amount of litter is present and easily observed around natural areas.		A large amount of small litter is present and easily observed around natural areas.	A minor amount of small litter is present and easily observed around natural areas.	No litter is observed.
5B Natural Areas	Plants have dead spots, with major weed infestation.		Plants appear healthy, need major trimming, weeds are present.	Plants appear healthy, need minor trimming, small amount of weeds are present.	Plants are healthy, neatly trimmed, and no weeds.
6 Pet area	Grass is overgrown, needs trimmed		Grass needs trimmed and large	Grass is mowed and trimmed with	Grass is trimmed and no litter is

REST AREA MAINTENANCE INSPECTION SCORE DEFINITIONS

Checklist Item #	Definition of "UNACCEPTABLE" (0)	POOR (1)	Definition of "FAIR" (2)	Definition of "GOOD" (3)	Definition of "EXCELLENT" (4)
	and large amount of litter is visible. Large amount of pet waste present.		amount of small litter is visible. Small amount of pet waste present.	minor amount of small litter is visible. Pet waste collected weekly.	visible. Pet waste collected daily.
	A large amount of litter is present and easily observed. Weeds are over grown and unsightly.		A large amount of small litter is present and easily observed. Some weeds present.	A minor amount of small litter and weeds are present and easily observed but collected on a regular basis. Weeds are sprayed as scheduled.	No litter or weeds are observed.
7	Building exterior is very dirty, has not been painted or stained, door/entranceway is dirty, large amount of graffiti is visible.			Building exterior is clean, has been painted or stained, door and entranceway is clean, minor amount of graffiti is visible in obscure places.	Building exterior is clean, has been painted or stained, door and entranceway is clean, no graffiti is visible.
8	Arbors and tables are dirty, large amount of graffiti and garbage is visible.		Arbors and tables are clean, minor amount of graffiti is visible.	Arbors and tables are cleaned daily as scheduled; minor amount of graffiti is visible in obscure places.	Arbors and tables are cleaned as scheduled; no graffiti or garbage is visible.
9	Signs/Kiosks are visibly dirty, large amount of graffiti and garbage is visible.		Signs/Kiosks are clean with some spots, small amount of graffiti and garbage is visible.	Signs/Kiosks are clean, minor amount of graffiti and garbage is visible in obscure places.	Signs/Kiosks are clean, no graffiti or garbage present.
10	Floors and windows dirty, large amount of litter and graffiti visible. Walls and ceilings are dirty, cobwebs present.		Floors, windows, walls and ceilings are clean, minor amount of graffiti and garbage visible.	Floors mopped daily, walls windows, and ceilings are cleaned as scheduled, small amount of graffiti and garbage present in obscure places.	Floors mopped daily, walls and ceilings are cleaned as scheduled, no graffiti present. Windows spotless.
11	Floors and walls dirty, large amount of litter and graffiti visible.		Floors and walls clean; some small litter present and minor amount of graffiti visible.	Floors and walls clean; some small litter present and minor amount of new graffiti visible in obscure places.	Floors and walls clean; no litter or graffiti visible.
12	Door(s) will not close or lock, urinals, stools and seats are dirty and loose, scratches in paint and large amount of graffiti is visible. Toilet roll and seat cover dispensers are empty, dirty with large amount of graffiti		Door(s) will close or lock but need adjusting, urinals, stools and seats are clean with no scratches small amount of graffiti is visible. Toilet roll and seat cover dispensers are less than ½ full, clean with small amount of old graffiti.	Door(s) will close and lock properly; are clean with no scratches and small amount of graffiti is visible. Toilet roll and seat cover dispensers have ½ roll or more, clean with small amount of new graffiti.	Door(s) will close and lock properly; are clean with no scratches and/or graffiti. Toilet roll and seat cover dispensers have ½ roll or more, are clean and no graffiti
13					

REST AREA MAINTENANCE INSPECTION SCORE DEFINITIONS

Checklist Item #	Definition of "UNACCEPTABLE" (0)	POOR (1)	Definition of "FAIR" (2)	Definition of "GOOD" (3)	Definition of "EXCELLENT" (4)
14	Pipes and flushers leak. Flushers not operating properly. Urinals, wash basins, and/or toilets overflowing.			Plumbing fixtures and pipes do not leak and are checked and repaired as scheduled. Most flushers operate properly.	Plumbing fixtures and pipes do not leak and are checked and repaired daily. All flushers operate properly fixtures drain properly.
15	Floors are dirty, large amount of litter visible, large stains visible, tiles are broken and some tiles are missing.		Floors are clean, small amount of litter visible, small stains visible, tiles are broken from.	Floors are cleaned daily, small amount of litter visible, no stains visible, no tiles are broken.	Floors are mopped and cleaned daily, no litter or stains visible, no tiles are broken or missing.
16	Sinks don't operate properly, stained and dirty.		Sinks operate properly, stained and dirty.	Sinks operate properly, cleaned and disinfected as scheduled, minor stains visible.	Sinks operate properly and are cleaned and disinfected as scheduled with no stains.
17	Mirrors are dirty, scratched with large amount of graffiti.		Mirrors are clean, but scratched with small amount of graffiti.	Mirrors are cleaned as scheduled, with small amount of new graffiti.	Mirrors are cleaned as scheduled, with no graffiti.
18	Hand dryers don't operate, are dirty. Soap dispensers don't operate or are empty or leak and are dirty with large amount of graffiti.		Hand dryers & Soap dispenser operate, but are dirty. Large amount of graffiti visible.	Hand dryers & Soap dispenser operate properly, some spots. Minor amount of new graffiti.	Hand dryers & Soap dispenser operate and are clean and in good repair. No graffiti. Hand dryer screens cleaned.
19	HVAC system is not operational, routine maintenance is neglected, filters plugged and need changed or missing.		HVAC system is operational, minimal routine maintenance is performed, comfortable air temperatures not maintained, with some unpleasant odors.	HVAC system is operational, routine maintenance is performed; Filters are clean and properly installed, comfortable air temperatures maintained.	HVAC system is operational, routine maintenance is performed as scheduled, good air movement and comfortable air temperatures maintained at all times with no unpleasant odors.
20	Lighting elements and fixtures are dirty, dead bugs present inside fixtures, most of light bulbs not working.			Lighting elements and fixtures are cleaned as scheduled, 1 or 2 light bulbs not working.	Lighting elements and fixtures are clean, all lights and controls working. No bugs in lenses.
21	Butt receptacles are dirty, stained, full and unsightly.			Butt receptacles are cleaned as scheduled, small litter present. Minor amount of new graffiti and/or stains.	Butt receptacles are cleaned as scheduled, no stains, litter and graffiti present.
22	Mechanical room is not clean and cluttered, inventory not stored on selves.			Mechanical room is clean, no clutter, inventory stored on shelves and kept orderly.	Mechanical room is clean, inventory neatly stored on shelves. No excess bulk supplies.

REST AREA MAINTENANCE INSPECTION SCORE DEFINITIONS

Checklist Item #	Definition of "UNACCEPTABLE" (0)	POOR (1)	Definition of "FAIR" (2)	Definition of "GOOD" (3)	Definition of "EXCELLENT" (4)
23	Facilities that require cleaning are not cleaned as scheduled.			Facilities are cleaned as scheduled.	Facilities are cleaned as scheduled every 3 months.
24	Contractor and/or employees don't wear uniform or identification badge. Appearance is dirty and unsightly.			Contractor and/or employees wear approved uniform or identification badge and be visible at all times. Are neat and clean in appearance.	Contractor and/or employees wear approved uniform and visible identification badge. Are neat and clean in appearance.
25	No daily log is written or little information is recorded on cleaning and maintenance activities. Time clock is not used. Logs are removed from mechanical room.			Daily log is written with pertinent information recorded on cleaning and maintenance activities. Time clock is used.	
26	Public Telephones are dirty, large amount of graffiti visible.			Public Telephones are cleaned daily, minor amount of new graffiti visible.	Public Telephones are cleaned and wiped daily, no graffiti.
27	Irrigation System is not working properly, general maintenance not performed; sprinkler heads not adjusted, dead areas in lawns.			Irrigation System is working properly and general maintenance performed; no dead areas in lawns.	

* If no description is given under score definition the inspector is still allowed to use them at their discretion.

Water Supply System

1. Take water samples in accordance with Department of Health procedures and deliver them for testing within the required time period. Furnish the Department with the test results.

Heating and Cooling

1. Have furnace checked and serviced once each fall.
2. Change filter(s) at least every month. Clean frequently.
3. Clean vents at least once each month.

Irrigation System

1. Check program controllers each week.
2. Visually check for proper coverage while in operation through each zone weekly.
3. Totally drain the system and prepare it for winter each fall before it freezes. Normally at this location this should be done before November 1st. This will require the use of compressed air to blow all water out of the system. The Maintenance Foreman is to be contacted prior to starting this winterization.
4. Activate the system each spring. Fill main lines slowly with provision for air escape. Check thoroughly for leaks. An unusually wet area developed over time indicates a small leak.

NOTE: Any damages as a result of failure to carry out any of the duties listed above in a proper manner or at the proper time shall be corrected and repaired at Contractor's expense.

Landscape and Lawn Care

Fertilizer shall be applied to the total lawn area at the following rates and schedule.

1. In April, apply 6.2-lbs./1000 sq. ft. of Simplot Turf Supreme (16-6-8) or approved equal.
2. In September, apply 4.8-lbs./1000 sq. ft. of Simplot Turf Gold (12-3-5) or approved equal.

Typical Contractor responsibilities and duties shall include, but are not limited to, the following (this work needs approval by Maintenance Engineer or his agent):

Toilet

1. Replace stool
2. Repair and/or replace partitions, doors and hardware
3. Replace wax ring
4. Repair and/or replace flush valve
5. Gaskets on flusher assembly
6. Spud Gasket

Urinal

1. Replace urinal
2. Repair and/or replace flush valve
3. Spud Gasket

Sink

1. Replace sink
2. Repair and/or replace faucets

Doors

1. Strip and paint
2. Replace push plates, kick plates and door pulls

Fixtures – Repair or Replace:

1. Soap and paper dispensers
2. Air heating-exchange system (Replacement to be responsibility of the ITD)
3. Electric hand dryer (Obtain replacements from ITD with exchange)
4. Hose bibs
5. Plumbing
6. Drinking fountains
7. Mirrors
8. Flagpole rigging
9. Electrical and lighting (accept high-level parking lot lights)
10. Information signs

Painting

1. Restroom ceiling
2. Woodwork on arbors and buildings
3. Information signs

Buildings and Arbors

1. Repair roof
2. Replace or re-grout ceramic tile
3. Refinish table tops (where applicable)

Heating and cooling

1. Change filters monthly
2. Clean vents monthly

Landscape and lawn Care

1. Fertilizer shall be applied to the total lawn area according to ITD rate and schedule.

**IDAHO TRANSPORTATION DEPARTMENT (ITD)
REST AREA RESIDENCE
PROPERTY LEASE AGREEMENT**

1. TERM

The term of occupancy of the Residence shall commence on first day of the contract term and shall end at such time as the contract term or upon termination of said Contract Agreement by the State of Idaho, Idaho Transportation Department due to poor or undesirable performance.

- Term of Contract shall be for one year commencing _____, 2009 with the option to renew for three additional one year terms upon the mutual agreement between the Contractor and the Department. on the date of termination of Contractor's contract with ITD

2. DAMAGE/SECURITY DEPOSIT

There is no damage or security deposit due on the Residence. Contractor's performance bond shall be liable for any costs due ITD by Contractor as a result of damage to the Residence during the contractual period between Contractor and ITD.

3. USE OF RESIDENCE

The Residence shall be used and occupied by Contractor and/or Contractor's designated employee, exclusively, as a private single family dwelling, and no part of the Residence shall be used at any time during the term of this Agreement by Contractor for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Contractor shall not allow any other person, other than Contractor's or Contractor's designated employee's immediate family or transient relatives and friends who are guests in the Residence, to use or occupy the Residence without first obtaining ITD's written consent to such use. Contractor shall, and shall require that Contractor's designated employee, comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Residence.

4. CONDITION OF RESIDENCE

ITD and Contractor shall, within five (5) days of the date of occupancy, shall jointly inventory the Residence, and each shall sign a written record of the condition of the Residence, furnishings and appliances, in substantially the form as attached hereto as Exhibit A.

5. ASSIGNMENT AND SUB-LETTING

Contractor shall not assign, sub-let or grant any license to use the Residence to any person other than Contractor or Contractor's designated employee. Any such assignment, sub-letting or license or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at ITD's option, constitute a default of the Contract.

6. ALTERATIONS AND IMPROVEMENTS

Contractor shall make no alterations to the buildings or improvements on the Residence or construct any building or make any other improvements on the Residence without the prior written consent of ITD. Any and all alterations, changes, and/or improvements built, constructed or placed on the Residence by Contractor shall, unless otherwise provided by written agreement between ITD and Contractor, be and become the property of ITD and remain on the Residence at the expiration or earlier termination of this Agreement.

7. HAZARDOUS MATERIALS

Contractor shall not keep on the Residence any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Residence or that might be considered hazardous or extra hazardous by any responsible insurance company or classified as such by any governmental agency or subdivision.

8. UTILITIES

Contractor shall be responsible for arranging for and paying for all utility services supplied to or required by the Residence, and shall provide proof that Contractor has made all necessary arrangements for direct billing of such utilities prior to the move in date. All utilities shall be transferred for the Term of the Contract, beginning on the first day of the term of the Contract, and terminating on the last day of the Contract.

9. CONTRACTOR'S RESPONSIBILITIES:

9.1 RULES

Contractor will, at its sole expense, keep and maintain the Residence and appurtenances in good and sanitary condition and repair during the initial term of the Contract and any renewal thereof. Without limiting the generality of the foregoing, Contractor, and Contractor's employees shall:

- Comply with all laws and rules imposed by any governmental entity for the protection of health and safety.
- Keep the Residence in clean and safe condition.
- Use all electrical, plumbing, sanitary, heating, ventilation, and air conditioning and elevator systems for their intended purposes and in a reasonable manner.
- Be responsible for any damage caused to the Residence; caused by any act or omission of Contractor or persons or animals in the Residence if present with the express or implied consent of Contractor, including any employee of Contractor.
- Ensure that neither Contractor nor any of Contractor's guests' licensees, invitees or other persons or animals present in the Residence with the express or implied consent of Contractor shall engage in any activity or conduct that will disturb the quiet and peaceful enjoyment of the Rest Area by members of the public.
- Ensure that neither Contractor nor Contractor's designated employee shall obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- Ensure that all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair; Ensure that no laundry, clothing, sheets, etc., are hung from any window, rail, porch or balcony nor air dry any of same within any yard area or space visible to the travelling public;
- Ensure that no locks or hooks are placed upon any door or window without the prior written consent of ITD
- Ensure that all air conditioning filters are kept clean and free from dirt;
- Ensure that all lavatories, sinks, toilets, and all other water and plumbing apparatus in the Residence are kept in good order and repair and used only for the purposes for which they were constructed. Contractor shall ensure that no sweepings, rubbish, sand, rags, ashes or other substances are thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Contractor;

- Ensure that all radios, television sets, stereos, phonographs, etc., are turned down to a level of sound that does not annoy or interfere with members of the public using the rest area.
- Ensure that all trash, garbage, rubbish or refuse are deposited in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of Residence or within the Rest Area;
- Abide by and be bound by any and all rules and regulations affecting the Residence or the Rest Area which may be adopted or promulgated by ITD.
- Ensure that no employee, member of the employee's household, guest, or other person under Contractor's or Contractor's employee's control engages in:
 - Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Rest Area by members of the public using the Rest Area; or
 - Any drug-related criminal activity on or around the Residence. Any criminal activity in violation other preceding sentence shall be cause for termination of Contractor's Contract, and eviction from the Residence of Contractor, Contractor's designated employee or any other person residing therein. For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance prohibited by the Idaho Code.
- Ensure that no alterations or repairs or redecorations are made to the interior of the Residence or to the equipment located in the Residence, nor install additional equipment or major appliances without written consent of ITD.
- Give prompt prior notice to ITD, of Contractor's or Contractor's designated employee leaving the Residence unoccupied for any period exceeding one calendar week.
- Not display, use, or allow the unlawful or unauthorized use of any firearms, (operable or inoperable) on or in the Residence.
- Refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of ITD.
- Remove from the Rest Area any vehicles which are inoperable or unlicensed. Automobile repairs are not permitted on the Rest Area site.
- Remove any personal property left in the Residence in the event that the Residence is abandoned or upon surrender of the Residence by Contractor.
- Use reasonable care to keep the Residence in such condition as to ensure proper health and sanitation standards for occupants of the Residence. CONTRACTOR AND/OR CONTRACTOR'S EMPLOYEES SHALL NOTIFY THE IDAHO TRANSPORTATION DEPARTMENT (ITD) PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE RESIDENCE, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Contractor's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

10. INSPECTION OF RESIDENCE

ITD and ITD's agents shall have the right at all reasonable hours and after reasonable notice to Contractor, during the term of this Agreement and any renewal thereof to enter the Residence for the purpose of inspecting, repairing or providing services to the Residence. ITD may enter the Residence without consent of Contractor in case of extreme hazard involving the potential loss of life or severe property damage. The right of entry shall

likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to Contractor's Contract with ITD or to any restrictions, rules or regulations affecting the Residence.

11. SURRENDER OF RESIDENCE

Upon the expiration of the term hereof, Contractor shall surrender the Residence in as good a state and condition as it was at the commencement of the Contract between Contractor and ITD, reasonable use and wear and tear thereof and damages by the elements excepted. If Contractor fails to surrender the Residence upon the expiration or earlier termination of this Lease despite demand to do so by ITD, Contractor shall indemnify, defend and hold ITD harmless from all loss or liability on account of such failure, including without limitation, any claim made by any succeeding contractor founded on or resulting from such failure to surrender.

12. INDEMNIFICATION

Contractor shall indemnify, defend and hold ITD harmless from any and all claims or assertions of every kind and nature arising out of or in relation to:

- (i) *Personal injuries and property damage;*
- (ii) *Contractor's or Contractor's employee's negligence or willful misconduct;*
- (iii) *Contractor's or Contractor's employee's breach of any obligation in this Agreement.*

IN WITNESS WHEREOF, the parties hereto executed this **REST AREA RESIDENCE PROPERTY LEASE AGREEMENT** the day and year first above written

Contractor's Business Name	
Contractor's Printed Name	Title
Contractor's Signature	Date
Contractor's Employee / Responsible ITD Residence Occupant Printed Name	
Date	
Contractor's Employee / Responsible ITD Residence Occupant Signature	
ITD Representative Printed Name	
Title	
Date	
ITD Representative Signature	